



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** February 7, 2024

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** David Sustachek, Senior Acquisition Agent  
Real Estate Management Division *DS/MTC*

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7076**

**ACTION REQUESTED:** Approval and execution of Agreement for Sale and Purchase by and between Christmas Creek Ranch, LLC and Orange County, Florida, approval of Warranty Deed, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Agreement for Sale and Purchase, disburse funds to pay purchase price in the amount of \$3,750,000, and perform all actions necessary and incidental to closing.

**PROJECT:** Green PLACE Parcel 223

District 5

**PURPOSE:** To preserve Environmentally Sensitive Lands (ESL)

**ITEMS:** Agreement for Sale and Purchase  
(Parcel 223)  
Cost: \$3,750,000  
Size: 163.7 acres

Warranty Deed  
(Instrument 223.1)

**BUDGET:** Account No.: 1023-068-4303-6110

**FUNDS:** \$3,750,000 Payable to Baker & Hostetler, LLP  
(purchase price, title insurance, and closing costs)

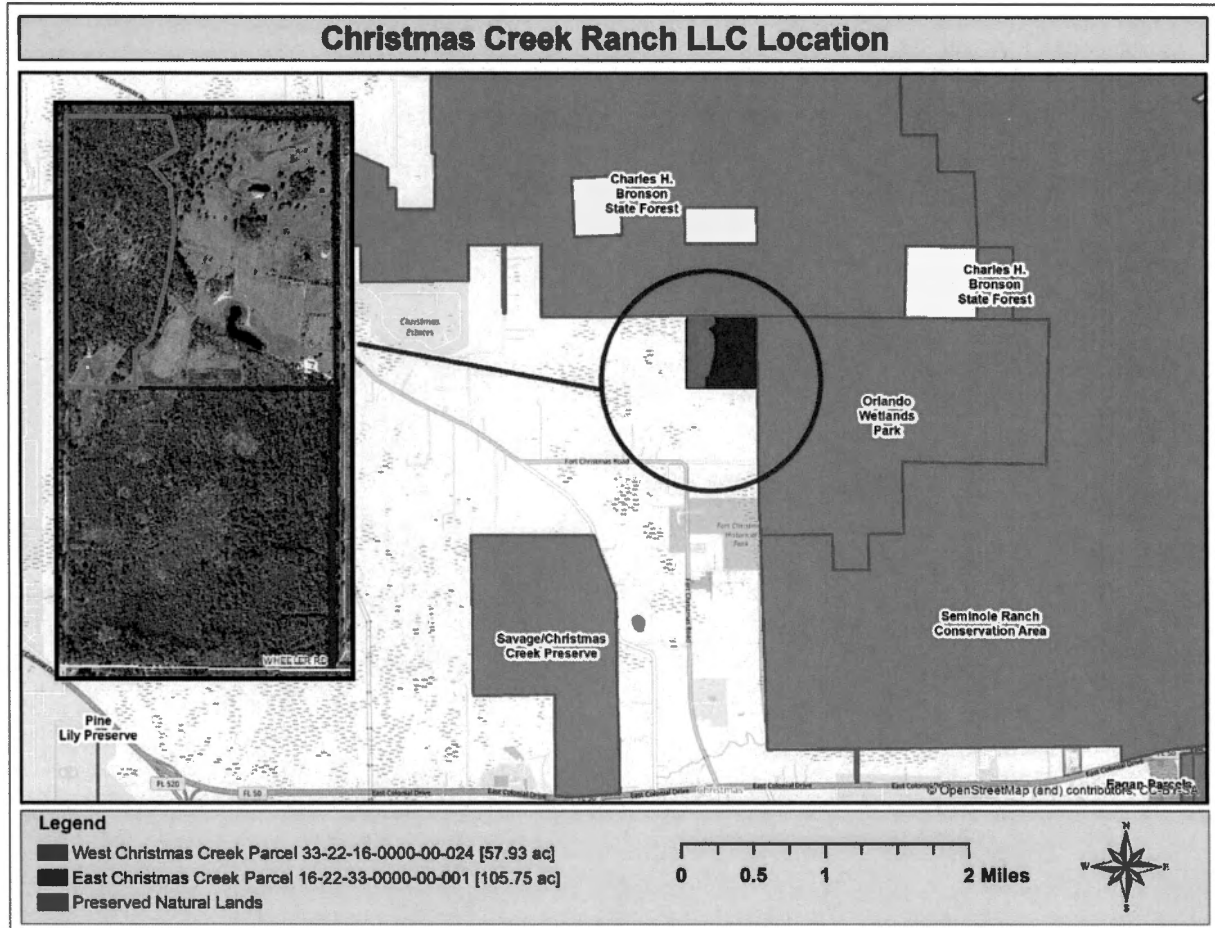
**APPROVALS:** Real Estate Management Division  
Environmental Protection Division

**REMARKS:** The property is located on the north-side of Wheeler Road, just east of N. Fort Christmas Road, with an address of 23965 Wheeler Road, Christmas, Florida, 32709 (“Property”) (see map below – area in teal and red). Property contains 163.7 acres, is zoned A-2, Farmland Rural, with a Rural future land use, and is irregular in shape. Property has approximately 36.5 acres of wetlands and is in Zone A and X, according to FEMA Flood Map 12095C0310F.

This action adds 163.7 acres of ESL to the Environmental Protection Division’s Green PLACE Program. Property meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 ESL Acquisition (see criteria below), and provides water resource protection, aquifer recharge, and floodplain storage; closes gaps between other publicly owned lands and enhances an existing wildlife corridor.

Closing is contingent upon completion and acceptance of due diligence of the property, to be undertaken by the County during the inspection period.

Seller to pay documentary stamp taxes and prorated taxes.







APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

FEB 20 2024

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Katherine E. Ortiz, a staff employee  
in the course of duty with the  
Real Estate Management Division of Orange  
County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
16-22-33-0000-00-001 and 16-22-33-0000-00-024

**Instrument:** 223.1  
**Project:** Green PLACE

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by **Christmas Creek Ranch, LLC**, a Florida limited liability company, whose address is P.O. Box 2248, Winter Park, Florida 32790-2248, GRANTOR, and **Orange County**, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED EXHIBIT A**

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR does hereby covenant with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and GRANTOR conveys title to the land subject to the matters enumerated in **EXHIBIT B** attached hereto ("Permitted Encumbrances"), and made a part hereof by this reference and taxes accruing subsequent to December 31, 2023.

WCC

Project: Green PLACE  
Parcel: 223

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

Christmas Creek Ranch, LLC,  
A Florida Limited Liability Company  
By: Hartford Holdings, LLC, a Florida limited liability company  
Its: Managing Member

WITNESS #1

Charlotte McInnis  
Signature

Charlotte McInnis  
Print Name

Mailing Address: 986 N Jerico Dr.

City: Casselberry State: FL

Zip Code: 32707

By: [Signature]  
Signature: Dykes C. Everett

WITNESS #2

Tami E. Whaley  
Signature

Tami E. Whaley  
Print Name

Mailing Address: 1406 June Street

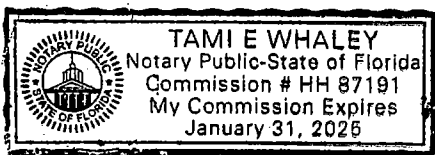
City: Orlando State: FL

Zip Code: 32807

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 11<sup>th</sup> day of July 2024, by Dykes C. Everett, Managing Member of Hartford Holdings, LLC, a Florida limited liability company as Managing Member of Christmas Creek Ranch, LLC, a Florida limited liability company. The individual  is personally known to me or  has produced FL DL (m.f.l.) as identification.

(Notary Stamp)



Tami E. Whaley  
Notary Signature

Tami E. Whaley  
Print Notary Name

Notary Public of: Florida

My Commission Expires: 1/31/25

WTC

Project: Green PLACE  
Parcel: 223

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The NE 1/4 and the East 30 feet of the SE 1/4 of Section 16, Township 22 South, Range 33 East, Orange County, Florida; being more particularly described as follows:

Commence at the Southeast corner of Section 16, Township 22 South, Range 33 East; thence run N00°09'30"E, a distance of 30.00 feet to the Point of Beginning on the North Right-of-Way line of Wheeler Road per Declaration and Maintenance Map of Wheeler Road, Document #20210738735; thence run N89°13'00"W, along said North Right-of-Way line, a distance of 30.00 feet to a point on the West line of the of the East 30.00 feet of the Southeast 1/4 of said Section 16; thence run N00°09'30"E, along said West line of the East 30.00 feet of the Southeast 1/4 of said Section 16, a distance of 2735.65 feet to a point on the South line of the Northeast 1/4 of said Section 16; thence run S89°46'14"W, along said South line of the Northeast 1/4 of said Section 16, a distance of 2617.33 feet to the center of said Section 16; thence run N00°13'39"E, along the West line of the Northeast 1/4 of said Section 16, a distance of 2683.93 feet to the North 1/4 corner of said Section 16; thence run S89°19'57"E, along the North line of the Northeast 1/4 of said Section 16, a distance of 2645.64 feet to the Northeast corner of said Section 16; thence run S00°11'28"W, along the East line of the Northeast 1/4 of said Section 16, a distance of 2642.50 feet to the East 1/4 corner of said Section 16; thence run S00°09'30"W, along the East line of the Southeast 1/4 of said Section 16; a distance of 2736.18 feet to the Point of Beginning.

MTC

Project: Green PLACE  
Parcel: 223

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

1. Reservations in favor of the State Board of Education set forth in that certain instrument recorded in Deed Book 379, page 479, and as noted in that certain instrument recorded in Deed Book 579, page 194, of the Public Records of Orange County, Florida.
2. Easement granted to the City of Orlando recorded in Official Records Book 3781, page 2437, of the Public Records of Orange County, Florida.
3. Terms and conditions set forth in that certain Easement from Cecil A. Tucker, II and Margaret A. Tucker, his wife, recorded May 24, 2010 in Official Records Book 10049, page 4110, as affected by Corrective Easement Agreement recorded January 2, 2015 in Official Records Book 10855, page 7474, of the Public Records of Orange County, Florida.
4. Terms and conditions set forth in that certain Easement from AETM Ranch, LLC, recorded May 24, 2010, in Official Records Book 10049, page 4114, as affected by Corrective Easement Agreement recorded November 20, 2015, in Official Records Book 11016, page 2624, of the Public Records of Orange County, Florida.
5. Occupancy Agreement by and between Cecil A. Tucker, II and Christmas Creek Ranch, LLC, as evidenced by that certain Memorandum thereof recorded May 24, 2010 in Official Records Book 10049, page 4104, of the Public Records of Orange County, Florida.
6. Right of First Refusal Agreement by and between Cecil A. Tucker, II and Margaret A. Tucker, his wife, and Christmas Creek Ranch, LLC, dated May 18, 2010, and evidenced by Memorandum thereof recorded in Official Records Book 10049, page 4107, of the Public Records of Orange County, Florida. (As to Easement Parcel 2)
7. Easement granted to Duke Energy Florida, Inc., recorded August 7, 2013, in Official Records Book 10614, page 7628, of the Public records of Orange County, Florida.
8. Right of way Declaration and Maintenance Map of Wheeler Road, filed with the Orange County Public Works Engineering Division Survey Section under Document No. 20210738735.

*WTC*

Project: Green PLACE

Parcel: 223

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**FEB 20 2024**

## AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between **Christmas Creek Ranch, LLC**, a Florida limited liability company (the “**Seller**”) and **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“**Purchaser**”).

### RECITALS

A. Seller is the fee simple owner of that certain real property located at 23965 Wheeler Road, Christmas, in Orange County, Florida, bearing Orange County Property Appraiser’s Parcel Identification Number 16-22-33-0000-00-001, approximately 105.75 acres and 16-22-33-0000-00-024, approximately 57.934 acres. Legal description and acreage to be provided and confirmed upon completion of the Survey (hereinafter defined) and based on the Commitment (hereinafter defined) (the “**Property**”).

B. Purchaser desires to purchase the Property from Seller.

C. The conveyance of the Property from Seller to Purchaser shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller’s rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller’s rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller’s rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which Purchaser approves. .

D. Without limiting the generality of the foregoing, as of the Effective Date the following improvements are located on the Property, in particular Orange County Property Appraiser’s Parcel Identification Number 16-22-33-0000-00-001 as shown on the attached aerial map, **Exhibit A**, incorporated herein by reference:

Map ID	Name of Structure	Description
A	Barn Building	Storage building with attached four bay pole barn
B	Bunk House	Air-conditioned bunk house with bathroom

Project: Green PLACE  
Parcel: 223

C	Office	Air-conditioned conference room and office
D	Restroom Building	Detached bathroom and tack room
E	Well House/Storage Barn	Well system with detached storage shed.
F	Outdoor Activities Area	Area consists of wooden structures.

These structures are photo documented as of June 27, 2023, in the appraisal prepared by Robert W. Simmons, Jr. of the Spivey Group, Inc. dated July 19, 2023. The improvements are individually referred to by their name as indicated in the chart above or collectively referred to as the “Structures.”

**NOW, THEREFORE**, in consideration of the Purchase Price (hereinafter defined), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Agreement.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the Purchase Price and on the terms and conditions set forth in this Agreement.

3. **Effective Date.** The effective date of this Agreement (the “Effective Date”) shall be the later of: (i) the date this Agreement is executed by Seller; **or** (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners (the “Board”).

4. **Purchase Price.** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property shall be **THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000.00)** (the “Purchase Price”).

5. **Due Diligence Period.** Purchaser shall have **one hundred twenty (120) days** from the Effective Date to complete its due diligence of the Property (the “Due Diligence Period”). Such Due Diligence Period shall include but not be limited to: review of Seller’s Documents (as defined below); review of title; survey; appraisal; environmental due diligence; property investigation all as further described below.

5.1 **Seller’s Documents.** Seller agrees to deliver or cause their respective consultants to deliver to Purchaser within **twenty (20) days** after the Effective Date a copy (either electronic or hard copy) of each of the following, to the extent such is within Seller’s possession or control and has not previously been provided to Purchaser in connection with Seller’s applications to Orange County for the Conservation Area Impact (CAI-21-07-042) and Borrow Pit Excavation (21-E5-0014) all of which shall be delivered without any assignment or warranty and considered the “Seller’s Documents”:

Project: Green PLACE  
Parcel: 223

5.1.1 Any environmental, wetlands, and/or endangered species reports, structural, mechanical, foundation, and/or roof reports, or studies, technical data, utility capacity information, soils reports, drainage reports (inclusive of stormwater calculations), traffic reports and studies, surveys, maps (including flood plain maps), and/or hydrological reports, related to all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property);

5.1.2 Final and/or draft subdivision, site, master drainage, infrastructure, engineering, construction, building, landscape, and architectural plans approved, or proposed to be approved, by government agencies for all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property) as well as the CAD drawings or similar format for the plans;

5.1.3 Resolutions, development orders, development agreements, planned development (PD) approvals and/or ordinances, preliminary subdivision plans/development plans, plats, permits, and vested rights certificates for all or any part of the Property, and any of the same that have been submitted to government agencies for approval and for which approval is currently pending;

5.1.4 A summary of recent maintenance performed and/or improvements made to all or any part of the Property (including without limitation to buildings, structures, or improvements located on the Property);

5.1.5 Inspection reports, including building inspection reports, for any buildings, structures, or improvements located on the Property;

5.1.6 Service contracts related to all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property), including but not limited to HVAC, halon, roof, pest control, and landscaping (“**Service Contracts**”) if applicable;

5.1.7 Warranties related to all or any part of the Property, including without limitation for any buildings, structures, or improvements located on the Property, and/or for any components thereof (e.g. HVAC, roof, etc.) (“**Warranties**”) if applicable; and

5.1.8 Notices from government agencies affecting all or any part of the Property; and

5.1.9 All title policies and title instruments pertaining to all or any part of the Property; and

5.1.10 Any other similar due diligence documents, studies, notices, analysis, or information pertaining to the Property in Seller’s possession or under Seller’s control.

5.1.11 Notwithstanding the obligation to produce the documents described above, the Purchaser hereby recognizes that the Seller does not have an abundance of information in its possession that would qualify for delivery. Most of the documentation that would qualify

Project: Green PLACE  
Parcel: 223

was previously submitted to Purchaser through Seller's applications to Orange County for the Conservation Area Impact (CAI-21-07-042) and Borrow Pit Excavation (21-E5-0014).

In the event any of Seller's Documents cover other properties besides just the Property, then Seller's obligation to deliver such materials to Purchaser shall be limited to delivery of the relevant pages of Seller's Documents that apply to the Property. Relevant pages shall include all pages of the Seller's Documents to ensure that the context of the Seller's Document relevant to the Property is maintained.

5.2 **Title.** Within **thirty (30) days** after the Effective Date, Seller shall, at Seller's expense, obtain, through its agent Baker & Hostetler, LLP ("Title Agent" and "Closing Agent") a current commitment for title insurance (ALTA commitment July 1, 2021) committing to insure Purchaser as purchaser of the Property in the amount of the Purchase Price, with an effective date on or after the Effective Date, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the "**Commitment**") issued by Baker & Hostetler, LLP, as title agent for First American Title Insurance Company (the "**Title Company**"). Seller shall provide the Commitment to Purchaser within **five (5) days** of its receipt by Seller. The Commitment shall evidence that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, Purchaser shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

5.2.1 Within **ninety (90) days** after the Effective Date (the "**Objection Period**"), Purchaser may deliver to Seller written notice of any title or survey matters which are not acceptable to Purchaser in its sole and absolute discretion (the "**Objections**"). If Purchaser raises any Objections, then Seller shall, within **fifteen (15) days** after receipt of Purchaser's Objections, (the "**Response Period**") notify Purchaser in writing as to whether or not Seller, at Seller's expense, agrees to cure any of the Objections and, if so, which Objections Seller agrees to cure. If Seller does not provide Purchaser with a written response to the Objections on or before the expiration of the Response Period, it shall be presumed that Seller is unable or unwilling to attempt to cure any of the Objections. If Seller agrees to cure any of the Objections, then Seller, at Seller's expense, shall undertake reasonable and diligent efforts to cure and remove such Objections on or before **five (5) business days** prior to Closing (the "**Cure Period**"). As Seller completes the cure of any Objection, Seller shall notify Purchaser in writing of the same; if Seller does not notify Purchaser on or before expiration of the Cure Period that Seller has cured a particular Objection that Seller has agreed to cure, it shall be presumed Seller has been unable to do so. If, after the exercise of reasonable and diligent efforts, Seller has been unable (or deemed to be unable) to cure any Objection (that Seller has agreed to cure) within the Cure Period, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections and accept title and survey as they then are without setoff or reduction in the Purchase Price. For avoidance of doubt, Purchaser acknowledges that Seller has no obligation whatsoever to cure or to attempt to cure any Objections except to the extent that Seller hereafter agrees to cure or to attempt to cure any Objections in accordance with this Section.

5.2.2 Any defect in title or survey that Purchaser does not object to on or before the expiration of the Objection Period, together with any and all uncured Objections which



Project: Green PLACE  
Parcel: 223

Purchaser elects to waive in writing, shall be deemed permitted exceptions (“**Permitted Exceptions**”).

5.2.3 **Title Update.** No sooner than **five (5) business days** prior to Closing but not later than **two (2) business days** prior to Closing, Purchaser shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date on or after the day that is **ten (10) days** prior to Closing. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, or any new exceptions in Schedule B, Section II, that are not caused by Purchaser and are not already Permitted Exceptions, then Purchaser shall notify Seller in writing specifying such new title defect (“**New Title Defect**”). Seller shall have a period of **thirty (30) days** following the receipt of such notice from Purchaser to cure any New Title Defect, at Seller’s sole cost and expense, and, if necessary, the Closing date shall be extended so that Seller can attempt to cure the New Title Defect as provided above. If Seller fails to cure any New Title Defect within said **thirty (30) day period**, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to: (i) terminate this Agreement; or (ii) waive the New Title Defect and accept the title as it then is without setoff or reduction in the Purchase Price; or (iii) if any New Title Defect is caused by the actions of Seller, then, subject to Section 18 below (including the notice and cure provisions set forth therein), Purchaser may pursue the remedies available to it under this Agreement for a default by Seller.

5.3 **Survey.** Purchaser at Purchaser’s expense shall order a boundary survey of the Property within **ten (10) days** of the Effective Date (the “**Survey**”), prepared by a licensed Florida registered land surveyor selected by Purchaser (in Purchaser’s sole discretion) in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes. The Survey, shall be in the form required by the Title Company to delete the standard survey exception in the Commitment and shall show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth on Schedule B, Section II, of the Commitment. The Survey shall, at a minimum, be certified to the following parties: Purchaser, Seller, and the Title Company. The “Draft Survey” will be reviewed by the County Surveyor or their subordinate and Seller. Seller shall provide its comments to Purchaser within **ten (10) days** of receipt of survey by Seller. Comments and or proposed revisions and Seller’s comments will be given to the consultant before finalizing. Upon Purchaser and Seller’s approval of the Survey, the same shall be and constitute the “Survey” for purposes of this Agreement. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Purchaser, in its sole discretion, then Purchaser may, in its sole discretion, deliver to Seller written notice of same within the Objection Period and the same shall be treated as “Objections,” as defined herein. The legal description of the Property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner’s Title Insurance Policy to be issued to Purchaser hereunder.

5.4 **Appraisal.** Purchaser, at Purchaser’s expense, shall have received, reviewed, and approved two (2) real estate appraisals of the Property, (the “**Appraisals**”) prepared by MAI appraisers selected by Purchaser (in Purchaser’s sole discretion) – which approval shall be evidenced by issuance of one or more review appraiser’s statements (“**RASs**”), prepared by

Project: Green PLACE  
Parcel: 223

staff of the Orange County Real Estate Management Division, concluding that the Appraisals meet current Uniform Standards of Professional Appraisal Practice and applicable Orange County standard procedures. Purchaser shall order the Appraisals, and shall receive the Appraisals from Purchaser's selected appraisers, prior to the expiration of the Due Diligence Period. After the Appraisals have been approved by Purchaser, Purchaser will provide at no cost to Seller, an electronic copy of the Appraisals.

5.5 **Environmental Due Diligence.** Purchaser at Purchaser's expense shall perform its environmental due diligence as described in the **Exhibit B** attached hereto and incorporated herein by this reference. The Environmental Due Diligence, set forth in **Exhibit B**, is a material condition of this Agreement.

5.6 **Property Investigation.** Purchaser at Purchaser's expense will investigate the physical, legal, and economic feasibility of acquiring, owning, improving, developing, using, occupying, operating, and maintaining the Property for Purchaser's intended uses including, without limitation, investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, laws, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, concurrency, moratoriums, entitlements, and any other factors whatsoever considered appropriate by Purchaser, in its sole and absolute discretion, to determine overall project feasibility.

6. **Rights and Responsibilities During Due Diligence.**

6.1 **Right to Access the Property.** For the purposes of conducting its due diligence, Purchaser shall have the right, both during the Due Diligence Period, and at all other times that this Agreement is in effect, during normal business hours, to personally or through its agents, employees, and independent contractors, to enter upon the Property (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Property (including any buildings, structures, or other improvements located thereon), making additional surveys, soil tests, environmental tests, test borings, topographical studies, and conducting such other investigations of the Property (including any buildings, structures, or other improvements located thereon), which Purchaser deems appropriate, in Purchaser's sole and absolute discretion.

Notwithstanding the foregoing, prior to any entry pursuant to this Section 6.1 upon the Property, Purchaser shall provide Seller with reasonable prior notice of any intended entry so that Seller may arrange to provide Purchaser (and/or Purchasers' agents, employees, and independent contractors) access and to have a representative present during any time that Purchaser has entered upon the Property; notwithstanding the notice provisions of Section 12 below, the "prior notice" required by this Section 6.1 need not be in writing, may be provided by Purchaser to Seller's representative:

NAME Dykes C. Everett

PHONE 407-701-1576

Project: Green PLACE  
Parcel: 223

EMAIL [deverett@dykeseverett.com](mailto:deverett@dykeseverett.com)

and shall be considered “reasonable prior notice” if it is provided not less than 24 hours prior to Purchaser’s intended entry. Purchaser shall also have the right to meet and consult with Seller’s consultants with information relative to the Property, or development matters related thereto, for the sole purpose of Purchaser’s proposed acquisition and development of the Property.

6.2 **Remediation**. Upon termination of this Agreement, Purchaser shall, at its cost, promptly repair any material damage to the Property caused by its entry thereon and restore the same to substantially the same condition in which it existed prior to such entry.

6.3 **Due Diligence Documents**. If Purchaser terminates this Agreement, upon such termination, Purchaser shall, at no cost to Seller, promptly deliver to Seller all documents, reports and plans Purchaser obtained in connection with its investigation of the Property (collectively the “**Due Diligence Documents**”). Purchaser will provide the Due Diligence Documents to Seller without any representations or warranties and Seller shall rely on the information at its own risk and indemnify and hold harmless Purchaser and Purchaser’s consultants in connection with the preparation of the Due Diligence Documents. The foregoing obligation of the Purchaser shall survive termination of this Agreement.

6.3 **Indemnification**. Purchaser, to the extent permitted by Section 768.28 of the Florida Statutes, agrees to indemnify and hold harmless Seller for any damage or injury that may occur on the Property attributable to Purchaser’s own negligent acts or omissions or those of its officials and employees acting within the scope of their employment. The foregoing shall not constitute an agreement by Purchaser to assume any liability for the acts, omissions, and/or negligence of any other party or person. Nothing in this Agreement is intended to act as a waiver of the Purchaser’s sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Purchaser be liable to Seller under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Purchaser related to this Agreement and are not confined to tort liability. Purchaser shall repair any damage caused by Purchaser’s tests and investigations. The terms and provisions of this paragraph shall survive both termination of this Agreement and Closing.

6.4 **Extension to Due Diligence Period**. If the Environmental Survey reveals any Environmental Exceptions (as defined in **Exhibit B**), or if any other testing performed by Purchaser reveals any condition of the Property which Purchaser deems to require further evaluation, in its sole and absolute discretion, then, upon written notice of such fact to Seller no later than **three (3) days** prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be extended an additional **ninety (90) days** for further testing, provided Seller shall have the right to request reasonable documentation evidencing such fact(s) that Purchaser deems to require further evaluation. If the Environmental Survey or other testing results are unacceptable to Purchaser, then Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate

Project: Green PLACE  
Parcel: 223

this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period (as it may be extended in accordance with the preceding sentence).

6.5 **Purchaser's Right to Terminate.** In the event Purchaser determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for Purchaser to acquire the Property – or that Purchaser is not satisfied with any other matter (including without limitation those other matters set forth in this Section 5 above or any other matter(s) which Purchaser deems relevant) – then, in such event, Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period. In the event the Purchaser fails to provide notice of termination by the expiration of the Due Diligence Period or any extension thereof, Purchaser shall be deemed to have waived its right to terminate the Agreement pursuant to this Section.

6.6 After the Effective Date (and until this Agreement is terminated, if ever), Seller shall not change or cause the physical condition of the Property to change relative to its condition on the Effective Date, absent the prior written consent of Purchaser to any such change.

## 7. **Closing.**

7.1 Unless otherwise agreed in writing between Purchaser and Seller, the closing of the purchase and sale of the Property contemplated herein ("**Closing**") shall be a "mail away" closing and all documents and funds necessary for Closing shall be received by the Closing Agent on or before **thirty (30) days** after the expiration of the Due Diligence Period (the "**Closing Date**") (except to the extent that the Closing Date is extended by other provisions of this Agreement).

### 7.2 At Closing:

7.2.1 Purchaser shall remit to the Closing Agent by wire transfer the Purchase Price, subject to the adjustments and prorations herein provided, and plus the Purchaser's expenses, if any, herein provided.

7.2.2 Seller shall execute and deliver to Purchaser a general warranty deed (a "**Deed**") conveying, in accordance with all applicable laws and ordinances, indefeasible fee simple title to the Property free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions in substantially the same form attached to this agreement as **Exhibit C**, incorporated and reference. The Deed shall also expressly transfer: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller's rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller's rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of

Project: Green PLACE  
Parcel: 223

Seller's rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; and (vi) any and all riparian and other water rights relating to such Property.

7.2.3 Seller shall execute and deliver to Purchaser an Assignment of Intangible Property and Development Rights and Entitlements (the "**Assignment**," in substantially the same form as attached as **Exhibit D**, incorporated herein by reference) pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey, and only to the extent related to the Property), for no additional consideration, all of Seller's rights, titles, and interests in and to: (i) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all transferrable development rights issued to or for the benefit of the Property (including without limitation development approvals, if any, obtained by Purchaser) (collectively, "**Permits**"); (ii) all Warranties; and (iii) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies (collectively, "**Plans**"). However, at Purchaser's election, the Assignment may include all Permits, Warranties, and Plans, or only those Permits, Warranties, and Plans that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.4 Seller shall execute and deliver to Purchaser a Bill of Sale (the "**Bill of Sale**," in substantially the same form as attached as **Exhibit E**, incorporated herein by reference) pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey and only to the extent related to the Property), for no additional consideration, all of Seller's rights, titles, and interests in and to any and all personal property that is located over, under, on, upon, through, across the Property as of the Closing Date (the "**Personal Property**"). However, at Purchaser's election, the Bill of Sale may include all such Personal Property, or only those items of Personal Property that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.5 Seller shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable:

- (a) a closing statement;
- (b) an affidavit and/or such other instruments as shall be required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;
- (c) an owner's affidavit in the form required by the Title Company to delete the standard exceptions on an owner's title policy;
- (d) a non-foreign person affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code;
- (e) any other documents and/or instruments reasonably necessary to transfer to Purchaser title including but not limited to applications for certificates of title and/or powers of attorney; and

Project: Green PLACE  
Parcel: 223

(f) copies of such documents, resolutions, and other instruments as may be reasonably required by Purchaser and/or the Title Company, in form acceptable to Purchaser, Seller, and the Title Company, to evidence the authority of the person signing the Deed and other documents to convey the Property to Purchaser in accordance with this Agreement.

**7.2.6 Leaseback.** At the Closing and immediately after Purchaser receives the Deed from Seller, Purchaser, as landlord, shall enter into a lease agreement for the Property with Seller, as tenant, which Lease Agreement shall be in substantially the same form as attached hereto as **Exhibit F**. The form of the lease shall be completed at the Closing as follows: the date of the lease shall be the date of the Closing, and the commencement date shall be the date of Closing. Thereafter, the lease term, subject to early termination pursuant to the terms therein, shall expire twenty-four (24) months after the Closing Date.

**7.2.7** Purchaser shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable, a closing statement, and such other documents as necessary or reasonably required by the Seller and/or the Title Company.

**7.2.8** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller's election, Seller's share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer or title company reasonably acceptable to Buyer to the County Tax Collector on Seller's behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. If, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

**7.2.9** Seller shall pay all pending, certified, confirmed, and/or ratified charges or assessments against the Property existing as of the day before the Closing Date. Purchaser shall pay all, certified, confirmed, and/or ratified charges or assessments against the Property existing as of the day of Closing Date.

**7.2.10** Seller shall pay for the cost of recording the Deed, the costs of recording of any corrective instruments necessary to cure any Objections), and the costs of recording or filing of any other instruments to be recorded or filed in connection with this Agreement and/or Closing.

**7.2.11** Seller shall pay for state documentary stamp tax on the Deed.

**7.2.12** Seller shall pay for the closing fee, and/or other similar fee, to be paid to the Title Company and/or the Closing Agent in connection with this Agreement and/or Closing.



Project: Green PLACE  
Parcel: 223

7.2.13 Seller shall pay for the Commitment and the title insurance premium for the owner's policy for the Property (and any endorsements thereto).

7.2.14 Purchaser shall pay, outside of Closing, for the Survey.

7.2.15 Purchaser shall pay, outside of Closing, for the Appraisals.

7.2.16 Purchaser shall pay, outside of Closing, for any expenses related to performing its due diligence investigations during the Due Diligence Period.

7.2.17 Each party shall bear its own attorney's fees and expenses in connection with Closing.

7.2.18 Seller and Purchaser shall each execute and deliver such other documents and instruments as are helpful or reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7.3 Possession of the Property shall be delivered to Purchaser at Closing.

## 8. **Contingencies.**

8.1 **Contingencies Defined.** The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 8.1 (the "**Contingencies**"):

8.1.1 **Title Cures.** At or before Closing, Seller shall have cured all Objections that Seller agreed to cure pursuant to Section 5.2.1 above. Without limiting the foregoing, Seller shall have delivered to Purchaser and/or Title Company, as applicable, in recordable form, if applicable, all instruments necessary to convey clear title to the Property subject to the Permitted Exceptions.

8.1.2 **Marked-Up Commitment.** At or before Closing, Title Company shall have provided Purchaser with a "marked-up" version of the Commitment unconditionally obligating Title Company to issue an owner's policy to Purchaser in the condition required by this Agreement.

8.1.3 **Termination of Leases.** Seller shall not have entered into any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature affecting all or any portion of the Property ("**Leases**") after the Effective Date. Unless otherwise consented to in writing by Purchaser, any leases affecting all or any portion of the Property and in effect as of the Effective Date shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date, and any person(s) in possession of all or any part of the Property at any time prior to the Closing Date, shall have physically vacated the Property, and shall have removed all personal property (other than the fixtures constituting part of the Property) from the Property, before the Closing Date. As of the morning of the Closing Date, there shall be no person in possession of any part of the Property, other than Seller, such that, following Closing, there shall be no person in possession of any part of the Property, other than Purchaser. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller's compliance with this paragraph. If requested by Purchaser, Seller shall allow Purchaser to

Project: Green PLACE  
Parcel: 223

conduct a walk-through inspection of the Property, within the **five (5) business days** prior to Closing, to ensure Seller's compliance with this paragraph.

8.1.4 **Termination of Service Contracts**. Any and all Service Contracts, any leases affecting all or any portion of the Property, whether existing as of the Effective Date or entered into by Seller after the Effective Date, shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller's compliance with this paragraph.

8.2 **Waiver of Contingencies**. Any Contingency may be waived, lessened, or otherwise removed from this Agreement by Purchaser at any time by delivery of written notification from Purchaser to Seller.

8.3 **Effect of Failure of Contingency**. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by Purchaser on or before the Closing Date (or on or before such earlier date as may be specified for the satisfaction of any particular Contingency in Section 8.1 above), then this Agreement shall automatically terminate and be of no further force or effect.

8.4 **Mutual Extension of the Closing Date**. In the event that any (or all) of the Contingencies are not satisfied on or before the Closing Date, then the Parties by mutual agreement may (but shall not be required to) extend the Closing Date through one or more written extensions executed by Purchaser and Seller; provided, however, in no event shall the Closing Date be extended to a time later than **forty-five (45) days** from the end of the Due Diligence Period (or as such period may be extended).

9. **Seller's Representations and Warranties**.

9.1 Seller hereby represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date, and that each of the following shall be true and correct as of the Closing Date as if such representations and warranties were made again on the Closing Date, but none of which shall survive the termination of the Lease Agreement:

9.1.1 This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

9.1.2 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required.

9.1.3 To Seller's actual knowledge, there are no outstanding state or federal tax liens, claims, or demands against Seller that constitute or will constitute a lien against the Property.



Project: Green PLACE  
Parcel: 223

9.1.4 To Seller's actual knowledge, the Property is not any type of security or collateral for any obligation – other than matters of public record that will be reflected on the Commitment.

9.1.5 To Seller's actual knowledge, Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement that affects any portion of the Property.

9.1.6 To Seller's knowledge without investigation, and other than feedback Seller received through Seller's applications to Orange County and/or St. Johns River Water Management District for the Conservation Area Impact (CAI-21-07-042) and Borrow Pit Excavation (21-E5-0014), there are no currently pending or threatened actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof.

9.1.7 To Seller's knowledge without investigation, there are no recorded or unrecorded liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances affecting the Property – other than matters of public record that will be reflected on the Commitment and any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.8 After the Effective Date, Seller shall not convey, transfer, or encumber the Property, take any action to cause the Property to be conveyed, transferred, or encumbered, or grant any interest in the Property to any person or entity other than to Purchaser as contemplated in this Agreement.

9.1.9 Except as to any agriculture-related leases that will be terminated by Seller prior to Closing, to Seller's actual knowledge, the Property is not subject to any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature.

9.1.10 To Seller's actual knowledge, there is no person in possession of the Property, other than Seller and other than pursuant to any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.11 To Seller's actual knowledge, there are no other persons or entities known to Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion of either – other than matters of public record that will be reflected on the Commitment and other than pursuant to any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.12 Except as otherwise disclosed in the Seller's Documents, to Seller's actual knowledge, there presently does not exist and there has never existed on, above, or under the Property any Hazardous Material, and, to Seller's actual knowledge, neither Seller, nor any other person, has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of, on, under, or at the Property or any part thereof. To Seller's actual knowledge, no part of the Property has ever been used as a manufacturing, storage, or dumpsite for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination.

Project: Green PLACE  
Parcel: 223

(a) **“Hazardous Materials”** shall mean: (a) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal, in quantities that is prohibited or regulated by any federal, state, or local law related to the protection of human health or the environment.

(b) **“Hazardous Materials Contamination”** shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property.

9.1.13 To Seller’s actual knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on the Property, and no portion of the Property has ever been used for a cemetery/burial site, garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.14 Seller has received no written notification and, to Seller’s actual knowledge, has received no other notification from any individual, corporation, governmental agency, bureau, or authority which pertains to or concerns a violation or suspected violation of any environmental or ecological law or regulation relating to the Property.

9.1.15 Seller will notify Purchaser promptly of any occurrence, notification, or variation in the representations or warranties contained herein.

9.2 The failure of any of the representations, warranties, or covenants contained in Section 9.1 to be true and correct on the Effective Date and on the Closing Date shall entitle Purchaser to elect, no later than the Closing Date, to either: (a) waive such condition and close without adjustment to the Purchase Price; (b) terminate this Agreement whereupon neither party shall have any further obligation hereunder except for any obligations that expressly survive such termination; or (c) if Seller has taken any action or failed to take any action that intentionally caused any of its representations, warranties or covenants to be untrue on the Effective Date or on the Closing Date, then, subject to Section 11 below (including the notice and cure provisions set forth therein), Purchaser may pursue the remedies available to it under this Agreement for a default by Seller.

9.3 For purposes of this Agreement whenever the phrase “to Seller’s actual knowledge” or words of similar import are used, they shall be deemed to refer to facts within the

Project: Green PLACE  
Parcel: 223

actual knowledge of **Dykes C. Everett, Managing Member**, in his capacity as the Seller, without any investigation or inquiry. Purchaser hereby acknowledges and agrees that **Dykes C. Everett, Managing Member** is named above solely for the purpose of defining the scope of Seller's actual knowledge and not for the purpose of imposing any liability on or creating any duties running from **Dykes C. Everett, Managing Member** to Purchaser. Purchaser covenants that Purchaser will bring no action of any kind, character or nature against **Dykes C. Everett, Managing Member**, or any other member, manager, director, officer or affiliate of Seller, arising out of any of the representations and warranties made herein by Seller. In no event shall **Dykes C. Everett, Managing Member** be personally liable for a breach of any representation, warranty or covenant made herein or otherwise.

10. **Brokers and Commission.**

10.1 Seller is not represented by a broker.

10.2 Seller and Purchaser represent to each other that neither party is aware of any person or entity that would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms of this provision shall survive Closing, or termination of this Agreement, for a period of one (1) year after the date of Closing or such termination.

11. **Default and Remedies.**

11.1 In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the breaching party shall be entitled to written notice of the specific non-compliance, breach, or other problem and to **ten (10) days** after the receipt of that written notice in which to cure said non-compliance, breach, or other problem, except the parties shall only have **three (3) days** to cure a failure to timely close the transaction contemplated hereby. If such non-compliance, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

11.2 In the event of a default by Seller, then Purchaser may, at Purchaser's election, either: (i) terminate this Agreement by written notice to Seller and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement; or (ii) pursue an action for specific performance against Seller, provided that any action for specific performance must be filed by Purchaser in the appropriate court with jurisdiction no later than **one hundred twenty (120) days** after Seller's default, the failure of which Purchaser shall be deemed to have elected (i) above.

11.3 In the event of a default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement by written notice to Purchaser and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement.

Project: Green PLACE  
Parcel: 223

11.4 Except as otherwise expressly set forth in this Agreement, in no event shall either party be liable for damages in the event of a default by such party hereunder; furthermore, and notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of a default by such party hereunder.

12. **Notices.**

12.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day.

<b>As to Seller:</b>	<b><i>with a copy to:</i></b>
Christmas Creek Ranch, LLC Attn: Dykes Everett P.O. Box 2248 Winter Park, Florida 32790-2248	BakerHostetler, LLP Attn: Gregory D. Lee, Esq. 200 S. Orange Ave. Suite 2300 Orlando, Florida 32801
<b>As to Purchaser:</b>	<b><i>with a copy to:</i></b>
Orange County, Florida Real Estate Management Division Attn: Manager Physical Address: 400 E. South St., 5th Floor Orlando, Florida 32801  Mailing Address: P.O. Box 1393 Orlando, Florida 32802-1393	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

12.2 Addresses for notice may be changed by giving notice hereunder.

12.3 Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section 12.

13. **Miscellaneous.**

13.1 **No Waiver; Rights Cumulative.** Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute

Project: Green PLACE  
Parcel: 223

a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative with, and not restrictive of, those provided at law or in equity.

13.2 **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

13.3 **Survival; Effect of Termination.** Neither this Agreement, nor any term or provision hereof, shall survive Closing hereunder, except as specifically provided herein. Upon any termination of this Agreement, the parties shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

13.4 **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns (if any).

13.5 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

13.6 **Headings; Gender.** The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

13.7 **Further Assurances.** After the Effective Date, each party shall, at the request of the other party, make, execute, and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which may be reasonably requested of such party and which may be reasonably required to effectuate the provisions and intention of this Agreement.

13.8 **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

13.9 **Time of the Essence.** Time is of the essence of this Agreement.

Project: Green PLACE  
Parcel: 223

13.10 **Drafting; Negotiation.** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

13.11 **No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

13.12 **No Third-Party Beneficiaries.** Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

13.13 **Governing Law.** This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

13.14 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

13.15 **Assignment.** Neither this Agreement, nor any right or obligation of any party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all parties.

13.16 **Attorney's Fees.** Both parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and/or legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

13.17 **1031 Exchange.** Purchaser acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Internal Revenue Code, as amended (the "Code"), in which case Purchaser shall, at no cost to Purchaser, cooperate with Seller in effecting such Exchange, provided that: (i) the Closing of the Property shall not be delayed or affected by reason of any Exchange; (ii) the consummation or accomplishment of any Exchange shall not be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (iii) any Exchange shall be effected through a qualified intermediary and Purchaser shall not be required to take an assignment of any purchase agreement for the exchange property or be required to acquire or hold title to any real property for purposes of consummating an Exchange involving Seller; and (iv) Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had



Project: Green PLACE  
Parcel: 223

Seller not consummated its sale through an Exchange. Nothing contained herein shall relieve Seller of its obligations under this Agreement. Purchaser's cooperation hereunder shall include, but not be limited to, Purchaser's consent and approval to Seller's assignment of its interest in this Agreement to a qualified intermediary or other third party utilized in the transaction in order to facilitate a deferred tax-free exchange of the Property by Seller, and, at Seller's option, Purchaser's agreement to receive or take title to the Property, from such qualified intermediary or other third party in connection therewith. Purchaser shall not, by this paragraph or by acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller that any Exchange involving Seller in fact complies with the §1031 of the Code.

13.18 **Waiver of Jury Trial.** SELLER AND PURCHASER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR PURCHASER ENTERING INTO THIS AGREEMENT (OR ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

13.19 **No Recording.** Neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

13.20 **IRS Form 8283.** Seller agrees that the conveyance of the Property as contemplated in this Agreement does not constitute a charitable contribution pursuant to §170 of the Internal Revenue Code, as amended. Seller accepts that the County will not sign IRS Form 8283 or any other form that requires the County to acknowledge the conveyance of the Property pursuant to this Agreement as a donation. This provision shall survive Closing.

14. **Sovereign Immunity.** No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or of the limits of liability by Purchaser, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2023).

15. **As-Is Sale.** AS A MATERIAL INDUCEMENT TO SELLER TO CONVEY THE PROPERTY, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS-IS, WHERE IS" AND "WITH

Project: Green PLACE  
Parcel: 223

ALL FAULTS” BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED OR AS EXPRESSLY SET FORTH IN ANY OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING. IN ADDITION, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED OR AS EXPRESSLY SET FORTH IN ANY OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING, SELLER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING THE PROPERTY. THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

16. **Delegation of Authority.** The Manager of the Orange County Real Estate Management Division is hereby delegated, on behalf of Purchaser, the authority to execute all closing documents as contemplated and/or required herein; execute any instruments or documents that may be required in connection with Seller’s Exchange; furnish notices as contemplated herein; waive contingencies; agree to and execute extensions; or terminate this Agreement as contemplated herein.

***SEE NEXT PAGES FOR SIGNATURES AND EXHIBITS***



Project: Green PLACE  
Parcel: 223

**IN WITNESS WHEREOF** Seller and Purchaser have caused this Agreement to be executed as of the Effective Date.

**SELLER**

Christmas Creek Ranch, LLC, a Florida limited liability company  
By: Hartford Holdings, LLC, a Florida limited liability company  
Its: Managing Member

Signature:

Print Name: Dykes C. Everett

Title: Managing Member

Date:

29 JAN. 2024

Project: Green PLACE  
Parcel: 223

**PURCHASER**

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners



*Jerry L. Demings*  
\_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date:

02/20/2024  
(mm/dd/yyyy)

**ATTEST: Phil Diamond, CPA, County Comptroller**  
**As Clerk of the Board of County Commissioners**

BY:

*Jennifer Lara-Kimetz*  
for Deputy Clerk

Jennifer Lara-Kimetz  
Printed Name

Project: Green PLACE  
Parcel: 223

**EXHIBIT A**  
**AERIAL MAP OF STRUCTURES ON**  
**PARCEL ID 16-22-33-0000-00-001**



Project: Green PLACE  
Parcel: 223

## **EXHIBIT B** **ENVIRONMENTAL DUE DILIGENCE**

I. Without in any way limiting the scope of the investigations of the Property that Purchaser may undertake pursuant to the Agreement, Purchaser may obtain within the Due Diligence Period a report (an “**Environmental Survey**”) by a qualified consultant or consultants, including members of Purchaser’s own professional staff (the “**Consultants**”). Such Environmental Survey may include, without limitation, a report on the existing condition of the Property as it relates to the following matters, if and as applicable (all of which shall hereinafter be collectively referred to as the “**Environmental Exceptions**”):

- (i) contamination of the Property by hazardous materials;
- (ii) apparent violation of environmental requirements upon or associated with activities upon the Property;
- (iii) the presence of any endangered or threatened species or plant life on the Property;
- (iv) whether the Property has any historical or archeological significance; and/or
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

The Environmental Survey may also include, without limitation, the results of:

- a) a site inspection;
- b) interviews of present occupants of the Property, if any;
- c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- d) a review of aerial photographs of the Property and other evidence of historic land uses;
- e) soil and/or ground water testing and/or analysis;
- f) asbestos testing and/or analysis;
- g) testing and/or analysis of any other apparently applicable environmental hazard or condition; and/or
- h) building inspection.

The Environmental Survey shall include (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. Subject to Section 6 of the Agreement (including, without limitation, Purchaser's indemnity and prior notice obligations set forth therein), the Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. Seller will, at no cost to Seller, reasonably cooperate with the Consultants and, subject to Section 5 of the Agreement, supply to the Consultants historical and operational information to the extent such is in Seller’s possession and control as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies or reports prepared by or for Seller, or furnished to Seller, or its agents or consultants, and Seller will make available to the Consultants any persons known to have knowledge of such matters. Notwithstanding the obligation to produce the documents described above, the Purchaser hereby recognizes that the Seller does not have an abundance of information in its possession. Most of the documentation referenced herein was previously submitted to Purchaser through Seller’s applications to Orange County for the Conservation Area Impact (CAI-21-07-042) and Borrow Pit Excavation (21-E5-0014).

Project: Green PLACE  
Parcel: 223

**EXHIBIT C**  
**FORM OF GENERAL WARRANTY DEED**

Project: Green PLACE  
Parcel: 223

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**  
Katherine E. Ortiz, a staff employee  
in the course of duty with the  
Real Estate Management Division of Orange  
County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
16-22-33-0000-00-001 and 16-22-33-0000-00-024

**Instrument:** 223.1  
**Project:** Green PLACE

#### WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the date signed below, by Christmas Creek Ranch, LLC, a Florida limited liability company, whose address is P.O. Box 2248, Winter Park, Florida 32790-2248, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

#### SEE ATTACHED EXHIBIT A

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Grantors convey title to the land subject to the matters enumerated in EXHIBIT B attached hereto ("Permitted Encumbrances"), and made a part hereof by this reference and taxes accruing subsequent to December 31, 2023.

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

**Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26**

**Christmas Creek Ranch, LLC,**  
A Florida Limited Liability Company  
By: Hartford Holdings, LLC, a Florida limited liability company  
Its: Managing Member  
FORM NOT FOR SIGNATURE

WITNESS #1

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

WITNESS #2

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Dykes C. Everett, Managing Member of Hartford Holdings, LLC, a Florida limited liability company as Managing Member of Christmas Creek Ranch, LLC, a Florida limited liability company. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

FORM NOT FOR SIGNATURE

(Notary Stamp)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

Notary Public of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**[To be provided upon completion of survey]**

Warranty Deed  
(rev. 1/24/2024)

Page 3 of 4



Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

**[To be provided]**

Project: Green PLACE  
Parcel: 223

**EXHIBIT D**  
**FORM OF ASSIGNMENT**

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

**ASSIGNMENT OF INTANGIBLE PROPERTY  
AND DEVELOPMENT RIGHTS AND ENTITLEMENTS**

**THIS ASSIGNMENT OF INTANGIBLE PROPERTY AND DEVELOPMENT RIGHTS AND ENTITLEMENTS** (this "**Assignment**") is made as of the Effective Date (defined below), by **CHRISTMAS CREEK RANCH, LLC**, a Florida limited liability company ("**Assignor**"), whose mailing address is P.O. Box 2248, Winter Park, Florida 32790-2248, in favor of **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**Assignee**"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393.

**WHEREAS**, of even date herewith, Assignor has conveyed to Assignee the real property described in **Exhibit A** attached hereto (the "**Property**"); and

**WHEREAS** Assignor and Assignee intend that Assignor also convey to Assignee all of the Conveyed Property Rights (as hereinafter defined).

**NOW, THEREFORE**, Assignor, for and included as part of the consideration of the purchase price of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. Assignor has **GRANTED, BARGAINED, SOLD, CONVEYED** and **ASSIGNED**, and by these present does hereby **GRANT, BARGAIN, SELL, CONVEY** and **ASSIGN** to Assignee all of Assignor's right, title, and interest in and to the following, but only to the extent same pertain to the Property ("**Conveyed Property Rights**") and not specifically reserved herein:

- (a) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all concurrency and capacity reservations, rights, and credits and all other transferrable development rights issued to or for the benefit of the Property;
- (b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure; and
- (c) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies.

**TO HAVE AND TO HOLD** the Conveyed Property Rights unto Assignee and Assignee's successors and assigns forever.

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

2. Assignor retains everything not assigned to Assignee, including but not limited to, the right to collect impact fee credits, pursuant to any separate agreements between Assignor and Assignee, relating to Assignor's conveyance of any rights-of-way to the Assignee that may be located adjacent to the Property.

3. This Assignment shall be binding on Assignor, its successors, and assigns, and shall inure to the benefit of Assignee, its successors, and assigns.

4. This Assignment does not constitute an assumption of any liability or obligation by Assignee, nor shall it be deemed to impose on Assignee any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Assignor assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever.

5. Assignor and Assignee will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

6. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SEE NEXT PAGES FOR SIGNATURES AND EXHIBITS***

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the last date written below (the "Effective Date").

**ASSIGNOR**

Christmas Creek Ranch, LLC, a Florida limited liability company

By: Hartford Holdings, LLC, a Florida limited liability company

Its: Managing Member

Signature: FORM NOT FOR SIGNATURE

Print Name: Dykes C. Everett

Title: Managing Member

Date: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

*[CONTINUED SIGNATURE PAGE OF ASSIGNMENT]*

**ASSIGNEE**  
**ORANGE COUNTY, FLORIDA,**  
a charter county and political subdivision of the State of Florida

Signature: FORM NOT FOR SIGNATURE  
Print Name: Mindy T. Cummings  
Title: Manager of Orange County Real Estate Management  
Date: \_\_\_\_\_

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**[To be provided upon completion of survey]**

Project: Green PLACE  
Parcel: 223

**EXHIBIT E**  
**FORM OF BILL OF SALE**



Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that CHRISTMAS CREEK RANCH, LLC, a Florida limited liability company (“Transferor”), whose mailing address is P.O. Box 2248, Winter Park, Florida 32790-2248, for good and valuable consideration, to them paid by ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“Transferee”), whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393, the receipt whereof is hereby acknowledged by Transferor, by these presents does hereby quit claim, convey, sell, assign, remise, release and set over unto Transferee, its successors, assigns and heirs forever, all right, title, interest, claim and demand that Transferor has in and to any and all personal property that is located over, under, on, upon, through and/or across the Property as of the Effective Date (defined below), owned by Transferor located on or at the real property described on Exhibit A attached hereto and made a part hereof (collectively, the “Personal Property”).

Notwithstanding the foregoing, Transferor represents and warrants to Transferee that (i) they have not previously transferred, assigned, conveyed or encumbered the Personal Property to or for the benefit of any other party, and (ii) Transferor has no knowledge of any other party claiming or asserting an interest in the Personal Property.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Bill of Sale effective as of the last date written below (the “Effective Date”).

**TRANSFEROR**

Christmas Creek Ranch, LLC, a Florida limited liability company  
By: Hartford Holdings, LLC, a Florida limited liability company  
Its: Managing Member

Signature: FORM NOT FOR SIGNATURE  
\_\_\_\_\_  
Print Name: Dykes C. Everett  
Title: Managing Member  
Date: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

*[CONTINUED SIGNATURE PAGE OF BILL OF SALE]*

**TRANSFeree**  
**ORANGE COUNTY, FLORIDA,**  
a charter county and political subdivision of the State of Florida

Signature: FORM NOT FOR SIGNATURE  
Print Name: Mindy T. Cummings  
Title: Manager of Orange County Real Estate Management  
Date: \_\_\_\_\_

Project: Green PLACE  
Parcel: 223

Project: Green PLACE  
Parcel: 223

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**[To be provided upon completion of survey]**

Project: Green PLACE  
Parcel: 223

**EXHIBIT F**  
**FORM OF LEASE AGREEMENT**

Project: Green PLACE  
Parcel: 223

---

**LEASE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CHRISTMAS CREEK RANCH, LLC**

---

**THIS LEASE AGREEMENT** (this “**Lease Agreement**” or “**Lease**”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county, and political subdivision of the State of Florida, with mailing address of P.O. Box 1393, Orlando, Florida 32802-1393 (the “**County**”), and **CHRISTMAS CREEK RANCH, LLC**, a Florida limited liability company with mailing address of P.O. Box 2248 Winter Park, Florida 32790 (“**CCR**”). The County and CCR may be referred to individually as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, the County and CCR entered into that certain Agreement for Sale and Purchase, as approved by the Board of County Commissioners on \_\_\_\_\_, \_\_\_\_\_, 2024 (the “**Contract**”), whereby CCR agreed to sell and the County agreed to purchase certain real property located in Orange County, Florida more particularly described and defined as the Leased Premises in Section 1 below; and

**WHEREAS**, the County and CCR have a mutual interest in the conservation of the Leased Premises.

**WHEREAS**, as set forth in the Contract, the County and CCR hereby desire to enter into this Lease Agreement pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Lease Agreement, the parties agree as follows:

**Section 1. The Leased Premises.** The County is fee simple owner of the real property located in Orange County Florida being more particularly described in **Exhibit A** attached hereto (the “**Property**”). The Property also contains the following improvements as of the Commencement Date (defined below) of this Lease as shown on the attached aerial map, **Exhibit B**:

<b>Map ID</b>	<b>Name of Structure</b>	<b>Description</b>
A	Barn Building	Storage building with attached four bay pole barn
B	Bunk House	Air-conditioned bunk house with bathroom
C	Office	Air-conditioned conference room and office
D	Restroom Building	Detached bathroom and tack room
E	Well House/Storage Barn	Well system with detached storage shed.

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

F	Outdoor Activities Area	Area consists of wooden structures.
---	-------------------------	-------------------------------------

These structures are photo documented as of June 27, 2023, in the appraisal prepared by Robert W. Simmons, Jr. of the Spivey Group, Inc. dated July 19, 2023. The improvements are individually referred to by their name as indicated in the chart above or collectively referred to as the “Structures.” In addition, the Property contains certain site improvements: well and septic, fencing and gates, creek crossings, culverts and bridges for Christmas Creek, man-made pond, stabilized driveways, and camp area and raised stabilized roadways to traverse the Property (collectively the “Site Improvements”). The Property, Structures and Site Improvements are collectively referred to as the “Leased Premises.”

**Section 2. Effect of this Lease Agreement.**

**2.1 Creation of this Lease Agreement.**

a. The County hereby agrees to lease the Leased Premises to CCR pursuant to the terms and conditions set forth in this Lease Agreement. The parties agree that consideration for this Lease Agreement is represented as a component of the transaction set forth in the Contract.

b. The parties understand and agree that this Lease Agreement only grants permission to use the Leased Premises as contemplated in this Lease Agreement and confers no other rights or entitlements to the Leased Premises to CCR unless those rights or entitlements are explicitly stated in this Lease Agreement.

c. The parties agree that this Lease Agreement supersedes any previous agreements between the parties regarding CCR’s use of the Leased Premises, unless specifically incorporated herein by reference.

**Section 3. Documents.**

3.1 The documents that are incorporated by either reference or attachment and thereby form this Lease Agreement are:

**a. Incorporated by Reference:**

- i. The Contract; and
- ii. The Appraisal.

**b. Exhibits to this Lease Agreement:**

- i. **Exhibit A:** Legal Description of the Leased Premises; and
- ii. **Exhibit B:** Aerial Map of Structures on Parcel ID 16-22-33-0000-00-001.

**Section 4. Term.** Subject to early termination per Section 15 below, the term of this Lease Agreement shall commence upon the Closing Date of the Contract and execution by both parties and shall expire twenty-four (24) months thereafter (the “Term”).

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

**Section 5.** **Condition of Leased Premises and Acceptance.** CCR acknowledges that County has made no representation or warranty as to the suitability of the Leased Premises for the conduct of CCR's use, and CCR waives any implied warranty that the Leased Premises are suitable for CCR's use. CCR accepts the Leased Premises in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects. In no event shall the County have any obligation for any defects in the Leased Premises or any limitation on its use. The taking of possession of the Leased Premises shall be conclusive evidence that CCR accepts the Leased Premises and that the Leased Premises were in good condition at the time possession was taken. CCR acknowledges that County does not provide security for the Leased Premises, and it shall be CCR's sole responsibility to secure its personal property placed at the Leased Premises.

**Section 6.** **Delegation of Responsibilities.**

6.1 **County.** The County shall be responsible for the following during the term of this Lease Agreement:

a. Maintain an update CCR with the name and contact information for the designated leasing liaison for the County (the "**Leasing Representative**"). The current Leasing Representative is Aida Ortiz, Program Manager – Leasing & Asset Management, Orange County Real Estate Management, [leasing@ocfl.net](mailto:leasing@ocfl.net) and 407-836-7070.

b. Maintain an update CCR with the name and contact information for the designated user agency that is the controlling agency for the Leased Premises for the County (the "**County Representative**"). The current County Representative is Beth Jackson, Environmental Programs Administrator, Orange County Environmental Protection Division, [beth.jackson@ocfl.net](mailto:beth.jackson@ocfl.net) and 407-836-1481. The County Representative is responsible for monitoring and evaluating CCR's continued compliance with the terms of this Lease Agreement. The County Representative is empowered to make decisions that facilitate the day-to-day execution of this Lease Agreement through the consult of relevant County divisions so long as such decisions do not conflict with, or modify, the terms of this Lease Agreement.

6.2 **CCR.** CCR shall be responsible for the following during the term of this Lease Agreement:

a. All maintenance and repair of the Leased Premises and keeping them in good condition free from damage, excepting normal wear and tear.

b. Payment and maintenance of all utility services provided to the Leased Premises through accounts in CCR's name. This includes but is not limited to: electric, well and septic.

c. Maintain an update County with the name and contact information for the designated liaison for CCR (the "**CCR Representative**"). The current CCR Representative is Dykes C. Everett, [deverett@dykeseverett.com](mailto:deverett@dykeseverett.com) 407-701-1576. The CCR Representative shall be reasonably accessible and available to the County Representative during the Term of this Lease Agreement.

**Section 7.** **Lease Restrictions.** The following Lease restrictions shall not be considered to be an exhaustive list. The County may, from time to time, unilaterally add additional restrictions, requirements, or policies as the County deems necessary for the protection of the public or its interest in the Property. CCR shall be provided notice of any such additional restrictions,

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

requirements, or policies from the County, in writing, and shall be provided a reasonable time to come into compliance with such upon CCR's receipt of such notice.

7.1 **Permitted Use.** CCR shall only utilize the Property for passive recreational purposes only and as otherwise contemplated in this Lease Agreement. CCR is permitted to tear down the Outdoor Activities Area as located in Exhibit B, Area F.

7.2 **Prohibited Uses.** CCR is prohibited from utilizing the Property for any commercial purpose or utilizing the Property for non-commercial purposes that, include but are not limited to the harvesting of wildlife or natural resources (i.e., excavation, mining, silviculture, flooding, agribusiness, etc.), controlled burns, creation of new roadways or driveways, clearing, subleasing, and farming.

7.3 **Plant Restrictions.** By executing this Lease Agreement, CCR hereby certifies that it will not introduce plants that are non-native to Florida to the Leased Premises. This includes, but is not limited to, any plant listed under the most current and any subsequent versions of the Florida Exotic Pest Plant Council ("FLEPPC") *List of Invasive Plants* as well as the *State of Florida Noxious Weed List*, both as amended by their respective agencies from time to time.

7.4 **Fixtures and Alterations.**

a. CCR shall not: alter or make additions to the Leased Premises; attach or affix any article to the Leased Premises; permit any sound device that could be considered "loud and ruckus" or disturbing to the native wildlife inhabitants; or deface the Leased Premises in any manner, except as explicitly provided for in this Lease Agreement.

b. CCR shall not build, construct, change, modify, or otherwise make any interior or exterior improvements to any Building on the Leased Premises, or attach any fixtures in or to the Leased Premises without:

i. Securing the County Representative's written consent (which shall in no way be construed as the County accepting liability or responsibility for any such interior or exterior improvements); and

ii. Obtaining any required permit(s) from the County.

c. Failure to receive such prior written consent and any applicable permit(s) for such improvements shall be considered a breach of this Lease Agreement and shall be grounds for termination.

7.5 **Liens.** CCR shall not, at any time, cause the County's interest in the Leased Premises to become subject to any liens, including construction liens for improvements to, or other work performed in or about the Leased Premises on behalf of CCR. If any lien is filed against the Leased Premises for work or materials claimed to have been furnished to CCR, CCR shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after written notice from the County. CCR shall notify all contractors



Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

making improvements to the Leased Premises that the County's interest in the Leased Premises shall not be subject to liens for said improvements to or other work performed in or about the Leased Premises by or on behalf of CCR.

7.6 **Signs.** CCR shall not install or locate signs on the Leased Premises without the prior written consent of the County Representative. If the County Representative provides its written approval, then CCR shall obtain any required permit(s) from the County or any other governmental agency with jurisdiction.

7.7 **Political Activity.** CCR is not permitted to endorse any political activity through the use of the Leased Premises. CCR will not use the facilities to promote the election of particular candidates for public office or to promote particular political causes, nor will they allow other organizations or individuals to use the facilities in a manner that might be construed as promoting particular candidates or political issues beyond what would be allowed in other facilities owned by the County.

**Section 8. Required Permitting and Licensing.**

8.1 CCR shall observe and comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the Leased Premises. Nothing in this Lease Agreement shall be construed to relieve CCR of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

8.2 Copies of all new licenses and permits obtained by CCR must be provided to the County Representative annually and must be conspicuously displayed on the Leased Premises at all times in a location approved by the County Representative.

**Section 9. Access to Leased Premises.**

9.1 Absent the existence of exigent circumstances – the existence of which shall be determined at the sole discretion of the County – CCR shall have unlimited access to the Leased Premises. Should an exigent circumstance arise whereby the County must restrict CCR's use of the Leased Premises, the County shall not be liable to CCR for any damages that may occur to CCR or CCR's property regardless as to whether or not such damages were foreseeable. Notwithstanding the above, the County shall make every reasonable accommodation to mitigate any damages to CCR or CCR's property in the event of any such exigent circumstance.

9.2 Authorized representatives of the County, including contractors providing services on behalf of the County, shall have the right to enter the Leased Premises by providing reasonable advanced notice to CCR in order to:

- a. Determine whether the Leased Premises are in good condition;
- b. Determine whether CCR is complying with its obligations under this Lease Agreement;

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

c. Serve, post, or keep posted any notices required or allowed under the provisions of this Lease Agreement; and

d. Maintain and make repairs to the Leased Premises. However, the authority for access to the Property does not confer any obligation on the County to maintain or make repairs.

9.3 The County shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of the County's entry on the Leased Premises, except damage resulting from any negligent acts or omissions of the County or its authorized representatives, in accordance with Section 768.28, Florida Statutes (2023).

**Section 10. Cleanliness of Premises; Hazardous Materials.**

**10.1 Cleanliness.**

a. CCR shall ensure that the Leased Premises are at all times kept in good working condition substantially similar to the condition of the Leased Premises as of the Effective Date of the Lease Agreement, subject to normal wear and tear.

b. The County reserves the right to determine whether or not CCR is in violation of cleanliness standards.

**10.2 Hazardous Materials and Waste Disposal.**

a. All representations made to the County by CCR pursuant to Section 9, *Seller's Representations and Warranties*, in the Contract are hereby incorporated by reference and shall continue to be true and correct up and to the termination of the Lease Agreement.

b. CCR will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants on the Leased Premises or in or around any buildings on the Leased Premises.

c. CCR shall immediately notify the County and any and all appropriate regulatory agencies and authorities having jurisdiction if a spillage or any type of leak or release of hazardous materials or contaminants occurs and shall take complete corrective action to clean and remove any such materials or contaminants in order to bring the Leased Premise back into compliance with any procedures established by such authorities.

d. All remediation of hazardous waste and contaminants occurring during the Term shall be done at CCR's sole expense.

e. Once such remediation is completed, CCR shall provide adequate evidence of such remediation to the County and any and all appropriate regulatory agencies and authorities having jurisdiction.

Lease Agreement  
Orange County and Christmas Creek Ranch, LLC

Page 6 of 18

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

**Section 11. Insurance.**

11.1 CCR agrees to maintain, at its sole expense and at all times throughout the duration of this Lease Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described in this Lease Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by CCR, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by CCR under this Lease Agreement.

11.2 CCR shall require and ensure that each of its sub-contractors/consultants providing services under this Lease Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Lease Agreement.

11.3 CCR shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Lease Agreement, on an annual basis throughout the Term of this Lease Agreement, and prior to executing any renewals of this Lease Agreement (if any), to verify such coverage:

a. **Commercial General Liability** - CCR shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, to cover the CCR, the County, and any others designated by the County against liability for all operations including but not limited to contractual, products and completed operations, injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Leased Premises.

11.4 When a deductible exceeds one hundred thousand (\$100,000), the County reserves the right to request a copy of CCR's most recent annual report or financial statement. For policies written on a "Claims-Made" basis, CCR agrees to maintain a retroactive date prior to or equal to the effective date of this Lease Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of this Lease Agreement CCR agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve CCR of the obligation to provide replacement coverage.

11.5 Insurance carriers providing coverage required in this Lease Agreement must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

11.6 Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

11.7 All such coverages shall be primary and non-contributory with any insurance or self-insurance maintained by the County. CCR shall notify the County in writing, not less than thirty (30) days prior to any material change or non-renewal of any of the coverage's required in this Lease Agreement, and such insurance provider shall be required to notify the County no less than thirty (30) days prior to any cancellation of any insurance coverage.

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

11.8 CCR shall require and ensure that all of its contractors, sub-contractors and service providers providing services in or through the Property shall secure and maintain insurance of the types and limits required in this Lease Agreement, for the duration of the Lease and any extensions of the Lease Agreement.

11.9 In addition to the certificate(s) of insurance, CCR shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. The certificates shall clearly indicate that CCR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference this Lease Agreement. The certificate holder shall be Orange County, Florida and be mailed and emailed to the following addresses:

To County	with copy to:
Orange County, Florida Attn: Risk Management Division P.O. Box 1393 Orlando, Florida 32802-1393 insdocs@ocfl.net	Orange County, Florida Attn: Real Estate Management Division Leasing and Asset Management P.O. Box 1393 Orlando, Florida 32802-1393 leasing@ocfl.net

**Section 12. Indemnity.** To the fullest extent permitted by law, CCR shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CCR or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including volunteers); excepting those acts or omissions arising out of the sole negligence of the County. Nothing herein constitutes a waiver of the County's sovereign immunity pursuant to the provisions of Section 768.28, Florida Statutes (2023).

**Section 13. Party Relationship.** CCR's relationship with the County shall be that of a tenant and landlord, respectively. Nothing contained in this Lease Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CCR and the County. CCR's employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the County for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Lease Agreement.

**Section 14. Protection of Persons and Property.**

14.1 CCR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Lease Agreement. CCR shall take all reasonable precautions for the safety and protection of:

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

- a. All employees and all persons whom CCR suffers to be on the Leased Premises and other persons who may be affected thereby; and
- b. All property, materials, and equipment on the Leased Premises under the care, custody, or control of CCR; and
- c. Other property at or surrounding the Leased Premises including trees, shrubs, lawn, walk, pavement, and roadways.

14.2 CCR agrees that the County does not guarantee the security of any equipment or personal property brought onto County property by CCR, its agents, volunteers, or employees and further agrees that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss. CCR hereby waives any claim that it might have to any insurance proceed collected by the County and therefore shall be responsible for insuring all of its furniture, fixtures, equipment, personal property and any tenant improvements throughout the Term of this Lease.

14.3 The County shall have no liability to CCR, its employees, agents, invitees, or licensees for losses due to theft or burglary, unless caused by the negligent acts or omissions of the County or its authorized agent, or for damages done by unauthorized persons on the Leased Premises and neither shall the County be required to insure against any such losses.

14.4 CCR shall be held responsible for any and all damage resulting from, or in any way related to, CCR's use of the Leased Premises. Consequently, to mitigate its liability as stated in this Lease Agreement, CCR hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the Leased Premises, as may be requested by the County.

14.5 In any emergency affecting the safety of persons or property, CCR will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

14.6 CCR will comply with, and shall ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

**Section 15. Termination.**

15.1 **Termination.** This Lease Agreement shall terminate automatically at the end of the term. CCR shall remove any personal property from the Leased Premises prior to the termination of this Lease Agreement.

15.2 **Early Termination.** In the event that the County, through the enforcement or exercise of its rights under this Lease Agreement, impairs the ability for CCR to operate the Leased Premises in the historic and customary fashion it has operated prior to the conveyance to the County, CCR may terminate this Lease Agreement by providing written notice to the County and vacate the Leased Premises in accordance with the terms and conditions set forth herein. The County may terminate this Lease Agreement at any time should CCR fail to comply with the

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

provisions of this Lease Agreement or the responsibilities, duties, or restrictions. The following shall be considered an act of default, and grounds for termination:

- a. Failure to maintain insurance as required by this Lease Agreement;
- b. Failure to perform or adhere to any of the provisions of this Lease Agreement including maintenance of the Leased Premises.

15.3 **Opportunity to Cure.** In the event of default by CCR, the County at its sole discretion may provide CCR written notice of default specifying the nature of the default and an opportunity to cure within the designated time period.

**Section 16. Keys and Redelivery of Premises.**

16.1 CCR shall, on the expiration or termination of this Lease Agreement, deliver the Leased Premises in as good order and condition as received on the date that the Lease Agreement commences with the exception of reasonable use and ordinary wear and tear of the Leased Premises.

16.2 CCR shall, on the expiration or earlier termination of this Lease Agreement, promptly surrender all keys to the Leased Premises to the County.

**Section 17. Notices.**

17.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day.

<b>As to CCR:</b> Christmas Creek Ranch, LLC Attn: Dykes Everett P.O. Box 2248 Winter Park, Florida 32790-2248	<b>with a copy to:</b> BakerHostetler, LLP Attn: Gregory D. Lee, Esq. 200 S. Orange Ave. Suite 2300 Orlando, Florida 32801
<b>As to County:</b> Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	<b>with a copy to:</b> Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801
	Orange County, Florida Environmental Protection Division Attn: Environmental Programs Administrator

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

	Water and Land Resources Management 3165 McCrory Place Orlando, Florida 32803
--	---

17.2 Addresses for notice may be changed by giving notice hereunder.

17.3 Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section.

17.4 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to furnish any notice required or allowed under this Section.

**Section 18. General Provisions.**

18.1 **Compliance with Laws and Regulations.** CCR shall comply with all federal, state, and local laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Leased Premises by the CCR or the operations at any time thereon transacted by the CCR, and CCR shall comply with all reasonable rules which may be hereafter adopted by the County for the protection, welfare, and orderly management of the Leased Premises.

18.2 **Warranty of Quiet Enjoyment.** Except as otherwise explicitly stated in this Lease Agreement, upon keeping and performing its obligations under this Lease Agreement, CCR shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during the Term of this Lease Agreement.

18.3 **Use of County Logo.** CCR is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County as per Section 2-3, Orange County Code.

18.4 **Radon Gas - Notice to Prospective Tenant.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

18.5 **Mold - Notice to Prospective Tenant.** CCR agrees to hold the County harmless, to the fullest extent permissible under Section 768.28, Florida Statutes, in the event any mold contaminants are discovered on the Leased Premises. CCR understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environment. CCR agrees that in the event mold-like contamination is discovered, this condition will be reported to the County.

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

**18.6 No Waiver of Sovereign Immunity.** Nothing contained in this Lease Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

**18.7 Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Lease Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Lease Agreement. The parties deem the services to be rendered pursuant to this Lease Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Lease Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

**18.8 Waiver.** No waiver of any of the covenants and agreements in this Lease Agreement contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements in this Lease Agreement.

**18.9 Remedies.** No remedy in this Lease Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Lease Agreement shall preclude any other or further exercise of any right, power, or remedy.

**18.10 Liability.** The County shall not be liable to CCR for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Lease Agreement or any breach by the County of this Lease Agreement, regardless of any notice of the possibility of such damages.

**18.11 Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

**18.12 Venue.** For any legal proceeding arising out of or relating to this Lease Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

**18.13 Jury Waiver.** Each party to this Lease Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Lease Agreement.

**18.14 Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Lease Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees



Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

incurred in connection with this Lease Agreement and any litigation that arises either directly, or indirectly, from this Lease Agreement.

**18.15 No Third-Party Beneficiaries.** Nothing in this Lease Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Lease Agreement.

**18.16 No Representations.** Each party represents that they have had the opportunity to consult with an attorney and have carefully read and understand the scope and effect of the provisions of this Lease Agreement. Neither party has relied upon any representations or statements made by the other party to this Lease Agreement which are not specifically set forth in this Lease Agreement.

**18.17 Headings.** The headings or captions of articles, sections, or subsections used in this Lease Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Lease Agreement.

**18.18 Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Lease Agreement.

**18.19 Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Lease Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Lease Agreement as stated.

**18.20 Severability.** The provisions of this Lease Agreement are declared by the parties to be severable. However, the material provisions of this Lease Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Lease Agreement. Therefore, should any material term, provision, covenant, or condition of this Lease Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**18.21 Written Modification.** Unless otherwise explicitly stated in this Lease Agreement, no modification of this Lease Agreement shall be binding upon any party to this Lease Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Lease Agreement.

**18.22 Assignability.** CCR may not assign this Lease Agreement.

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

**18.23 Counterparts.** This Lease Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

**18.24 Delegation of Authority.** The Manager of the Orange County Real Estate Management Division is hereby delegated, on behalf of Orange County, the authority to perform all actions and furnish all notices as contemplated in this Lease Agreement.

**Section 19. Entire Lease Agreement.** This Lease Agreement and any attached or incorporated documents set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease Agreement. This Lease Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Lease Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SEE NEXT PAGES FOR SIGNATURES AND EXHIBITS*

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

IN WITNESS WHEREOF, the parties have signed and executed this Lease Agreement as of the Commencement Date: [enter date of closing per the Contract].

COUNTY  
ORANGE COUNTY, FLORIDA,  
a charter county and political subdivision of the State of Florida

Signature: FORM NOT FOR SIGNATURE  
Print Name: Mindy T. Cummings  
Title: Manager of Orange County Real Estate Management

[SIGNATURES CONTINUED ON NEXT PAGE]

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

*[CONTINUED SIGNATURE PAGE OF LEASE]*

**CCR**

Christmas Creek Ranch, LLC, a Florida limited liability company

By: Hartford Holdings, LLC, a Florida limited liability company

Its: Managing Member

Signature: FORM NOT FOR SIGNATURE

Print Name: Dykes C. Everett

Title: Managing Member

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**[To be provided upon completion of survey]**

Project: Green PLACE  
Parcel: 223

Project: Green PLACE Parcel 223 Leaseback  
Parcel: 223

**EXHIBIT B**  
**AERIAL MAP OF STRUCTURES ON**  
**PARCEL ID 16-22-33-0000-00-001**



REQUEST FOR FUNDS / WIRE TRANSFER

Under BCC Approval

Under Ordinance Approval

Date: January 25, 2024

Total Amount: \$3,750,000.00

Project: Green PLACE

Parcels: 223

Charge to Account # 1023-068-4303-6110

Beth Jackson 1/26/2024  
Controlling Agency Approval Signature Date

Beth Jackson  
Printed Name:

Heather Coons 1/26/24  
Fiscal Approval Signature Date

Heather Coons  
Printed Name:

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation  Post-Condemnation

N/A District # 5

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested
- Donation

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- Copy of Executed Instruments
- Copy of Unexecuted Instruments
- Certificate of Value
- Settlement Analysis

Baker & Hostetler, LLP  
 200 South Orange Avenue, #2300  
 Orlando, Florida 32801  
 FIEN#: 34-0082025

\$3,750,000.00 (purchase price, title insurance & closing costs)

Attorney Fees/Expert Fees \$N/A

Total \$3,750,000.00

Payable to: Baker & Hostetler, LLP \$3,750,000.00

SPECIAL NOTE: Payment of \$3,750,000.00 to be made by Wire Transfer Only

Recommended by David Sustachek  
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Div.

1-25-2024  
Date

Payment Approved Nemesie Esteves  
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Div.

\_\_\_\_\_  
Date

or  
Payment Approved Mindy T. Cummings  
Mindy T. Cummings, Manager, Real Estate Mgmt. Div.

1-29-24  
Date

Certified M. M. Finney  
Approved by BCC for Deputy Clerk to the Board

**FEB 20 2024**  
Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants

\_\_\_\_\_  
Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$3,750,000.00. Instructions will be sent once the closing date is determined. Please Contact the Agent @ 836-7082 if there are any questions.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**FEB 20 2024**

Project: Green PLACE  
Parcel No(s): 223  
Name of Owner(s): Christmas Creek Ranch, LLC  
Page No.: 1

**SETTLEMENT ANALYSIS**

	Pre-Condemnation
<u>X</u>	Not Under Threat

**County's Appraised Value**

**Parcel**

Land: (163.7 acres)	\$3,273,300.00
Improvements: barn, bunkhouse, office, restroom building, well house/storage barn, activities area, utilities	430,700.00
Cost-to-Cure:	N/A
Other Damages:	<u>N/A</u>
<b>Total Appraisal Value – All Parcels</b>	<b><u>\$3,704,000.00</u></b>

**Owner's Requested Amount—Initial**

**Parcel**

Land: (163.7 acres)	\$4,000,000.00
Improvements: barn, bunkhouse, office, restroom building, well house/storage barn, activities area, utilities	N/A
Cost-to-Cure:	N/A
Other Damages:	<u>N/A</u>
<b>Total Owner's Requested Amount—Initial:</b>	<b><u>\$4,000,000.00</u></b>

**Owner's Requested Amount—After Negotiations**

**Parcel**

Land: (163.7 acres)	\$3,750,000.00
Improvements: barn, bunkhouse, office, restroom building, well house/storage barn, activities area, utilities	N/A
Cost-to-Cure:	N/A
Other Damages:	<u>N/A</u>
<b>Total Owner's Requested Amount—After Negotiations:</b>	<b><u>\$3,750,000.00</u></b>

<b>Recommended Settlement Amount</b>	<b><u>\$3,750,000.00</u></b>
--------------------------------------	------------------------------



**From:** Jackson, Beth - EPD  
**To:** Sustachek, David J; Calabria, Hannah  
**Cc:** Ortiz, Aida; ocgov\_pulse\_3092577933\_816ed5b731519b663182\_\_31156279@use1.mx.monday.com; Coons, Heather A  
**Subject:** RE: Green PLACE Parcel 223 Christmas Creek Ranch, LLC - Request for Funds BJ  
**Date:** Friday, January 26, 2024 10:14:30 AM  
**Attachments:** REM PARCEL 223 RFF-BJ.pdf  
image002.jpg  
image003.jpg

---

Attached is the signed RFF for the above referenced parcel.

I, Beth Jackson, approve payment to Baker & Hostetler, LLP for payment of the purchase price in the attached Requests for Funds for Green PLACE Parcel 223 – 23965-Wheeler Road, Christmas, (Parcel IDs 16-22-33-0000-00-001 and 16-22-33-0000-00-024), dated 01/25/2024, in the amount of **\$3,750,000.00.**

Beth Jackson, MBA  
Environmental Programs Administrator  
Water and Land Resources Management  
3165 McCrory Place  
Orlando, Florida 32803  
Office: 407-836-1481  
Cell: 321-689-7466

Email: [beth.jackson@ocfl.net](mailto:beth.jackson@ocfl.net)

Web: [www.ocepd.org](http://www.ocepd.org)

***Attention customers: EPD is now accepting requests for virtual or in-person appointments to serve you safely. Email [EPDAppointments@ocfl.net](mailto:EPDAppointments@ocfl.net) or visit <http://orangecountyfl.net/EmergencySafety/Coronavirus/Coronavirus-DevelopmentServices.aspx> for more information. Please, no walk-ins, thanks!***



**From:** Sustachek, David J <David.Sustachek@ocfl.net>  
**Sent:** Thursday, January 25, 2024 3:03 PM  
**To:** Jackson, Beth - EPD <Beth.Jackson@ocfl.net>; Calabria, Hannah <Hannah.Calabria@ocfl.net>  
**Cc:** Ortiz, Aida <Aida.Ortiz@ocfl.net>;  
ocgov\_pulse\_3092577933\_816ed5b731519b663182\_\_31156279@use1.mx.monday.com  
**Subject:** Green PLACE Parcel 223 Christmas Creek Ranch, LLC - Request for Funds

Good afternoon Beth and Hannah,

**From:** [Coons, Heather A](#)  
**To:** [Jackson, Beth - EPD](#); [Sustachek, David J](#); [Calabria, Hannah](#)  
**Cc:** [Ortiz, Aida](#); [ocgov\\_pulse\\_3092577933\\_816ed5b731519b663182\\_31156279@use1.mx.monday.com](#)  
**Subject:** RE: Green PLACE Parcel 223 Christmas Creek Ranch, LLC - Request for Funds  
**Date:** Friday, January 26, 2024 11:41:50 AM  
**Attachments:** [REM PARCEL 223 RFF-B1.pdf](#)  
[image001.jpg](#)  
[image002.jpg](#)

---

I, Heather Coons, approve payment to Baker & Hostetler, LLP for payment of the purchase price in the attached Requests for Funds for Green PLACE Parcel 223 – 23965 Wheeler Road, Christmas, (Parcel IDs 16-22-33-0000-00-001 and 16-22-33-0000-00-024), dated 01/25/2024, in the amount of **\$3,750,000.00**.

Thanks,

**Heather**  
**836-5569**

**From:** Jackson, Beth - EPD <[Beth.Jackson@ocfl.net](mailto:Beth.Jackson@ocfl.net)>  
**Sent:** Friday, January 26, 2024 10:14 AM  
**To:** Sustachek, David J <[David.Sustachek@ocfl.net](mailto:David.Sustachek@ocfl.net)>; Calabria, Hannah <[Hannah.Calabria@ocfl.net](mailto:Hannah.Calabria@ocfl.net)>  
**Cc:** Ortiz, Aida <[Aida.Ortiz@ocfl.net](mailto:Aida.Ortiz@ocfl.net)>; [ocgov\\_pulse\\_3092577933\\_816ed5b731519b663182\\_\\_31156279@use1.mx.monday.com](mailto:ocgov_pulse_3092577933_816ed5b731519b663182__31156279@use1.mx.monday.com); Coons, Heather A <[Heather.Coons@ocfl.net](mailto:Heather.Coons@ocfl.net)>  
**Subject:** RE: Green PLACE Parcel 223 Christmas Creek Ranch, LLC - Request for Funds

Attached is the signed RFF for the above referenced parcel.

I, Beth Jackson, approve payment to Baker & Hostetler, LLP for payment of the purchase price in the attached Requests for Funds for Green PLACE Parcel 223 – 23965-Wheeler Road, Christmas, (Parcel IDs 16-22-33-0000-00-001 and 16-22-33-0000-00-024), dated 01/25/2024, in the amount of **\$3,750,000.00**.

Beth Jackson, MBA  
Environmental Programs Administrator  
Water and Land Resources Management  
3165 McCrory Place  
Orlando, Florida 32803  
Office: 407-836-1481  
Cell: 321-689-7466

Email: [beth.jackson@ocfl.net](mailto:beth.jackson@ocfl.net)  
Web: [www.ocepd.org](http://www.ocepd.org)

***Attention customers: EPD is now accepting requests for virtual or in-person***

Project: Green PLACE  
Parcel No(s): 223  
Name of Owner(s): Christmas Creek Ranch, LLC  
Page No.: 2

**EXPLANATION OF RECOMMENDED SETTLEMENT**

The subject property is 163.7-acre site with some improvements located along the north side of Wheeler Road, just east of N. Fort Christmas Road with the address of 23965 Wheeler Road, Christmas. The property has a zoning of A-2 Farmland Rural, with a Rural future land use. The parcel has approx. 36.5 acres of wetlands and is in Zone A and X according to FEMA Flood Map 12095C0310F and is irregular shaped. Real Estate Management coordinated independent appraisals to establish a basis for purchase value and then reviewed the report with Beth Jackson from Environmental Protection. The value of the appraisals were \$3,345,000 and \$3,704,000. Orange County made an initial offer of 3,524,500. The seller counteroffered \$4,000,000 and Orange County countered back at \$3,750,000 and will allow the property owner to use the property via lease agreement for 24 months after the formal closing.

Recommended by: David Sustachek Date: 01.25.2024  
David Sustachek, Senior Acquisition Agent, Real Estate Mgmt. Division

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division

or  
Approved by: [Signature] Date: 1/29/24  
Mindy Cummings, Manager, Real Estate Mgmt. Division

Approved by: Beth Jackson Date: 1-25-2024  
Beth Jackson, Environmental Program Supervisor, Natural Resources Management